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Our participating insurance providers supply some of the information available on the Website/App and therefore there may be inaccuracies in the website/app information, over which PINC Insure has limited control. For details about any insurance policy, do contact our advisors or refer the brochure provided on the Website/ App of the insurance provider.

To the maximum extent permitted by law, PINC Insure has no liability in relation to or arising out of the website/ application information and recommendations. You are responsible for the final choice of your product and you should take time to read through all information supplied before proceeding. If you are in any doubt regarding a product or its terms, you should seek further advice from PINC Insure or the relevant participating provider before choosing your product.

Note that PINC Insure only assists collecting the premium instrument on behalf of the insurer you have chosen to buy the policy from; PINC Insure itself does not collect any premium. The acceptance of the deposit as premium and final issuance of the policy is subject to the underwriting norms and discretion of the insurer whose policy you have chosen to buy, over which PINC Insure has no control. PINC Insure will ensure that the insurer refunds the amount in case there is no ultimate issuance of the policy.

PINC Insure may pass on your personal information to the relevant participating provider if you apply to purchase a product through www.pincinsure.com; however, PINC Insure does not guarantee when or if you will actually acquire the product that you have chosen. PINC Insure does not accept any liability arising out of circumstances where there is delay in receiving the product you have chosen.

For the purpose of these Terms of Use, “Content” means any text, written work, software, database, format, graphic, image, photo, video clip, podcast, listing or any other information or material which appears on or forms part of a PINC Insure Website and Applications.

Company Information and Website Operation

PINC Insure is a composite insurance brokerage house, providing direct general insurance broking services in India and reinsurance services across the world. As a risk advisor, insurance and reinsurance broker in India, we leverage our superior expertise, teamwork and innovation to provide professional services in risk management and risk transfer across geographies. Licensed by the Insurance Regulatory and Development Authority of India (IRDA) since 2003, PINC Insure handles underwriting, claims, reinsurance and risk management for a diverse client base across industry sectors.

PINC Insure site include content relating to PINC Insure and its businesses. www.pincinsure.com are provided by Pioneer Insurance and Reinsurance Brokers Pvt. Ltd. having registered office at 1219, 12th Floor, Maker Chamber V, Nariman Point, Mumbai – 400 021.

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PINC Insure makes no guarantee, representation or warranty that all services, products and solutions described on PINC Insure Site/App are appropriate or available for use in your country. Some services, products or solutions may

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Responsible Use and Conduct

By visiting our website/app and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by the terms of this Agreement and/or

applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

- In order to access our Resources, you may be required to provide certain information about yourself (such as name, address, contact details, car registration and purchase details, identity proof such as Aadhaar ID, etc.). You agree that any information you provide will always be accurate, correct, and updated.
- By providing your information you explicitly authorize us to access on your behalf your records from the competent authority, such as Aadhaar, RTO, etc. for the purpose of facilitation of your transaction with us.
- You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.
- Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.
- Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
- You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liabilities.
- We do not assume any liability for any content posted by you or any other third party users of our website. However, any content posted by you using any open communication tools on our website/application, provided that it doesn't violate or infringe on any third party copyrights or trademarks, becomes the property of PINC Insure, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources.
- You agree to indemnify and hold harmless PINC Insure and their directors, officers, managers, employees, donors, agents and licensors, from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this Terms of Use or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Agreement. In such

event, you shall provide us with such cooperation as is reasonably requested by us.

User Eligibility

The Website and Application is operated by PINC and available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Website and Application.

Forward-Looking Statements

Certain statements and illustrations contained herein are forward-looking. These statements (including as to plans, objectives, targets, and trends) and illustrations provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to a historical fact or current fact.

Forward-looking statements typically are identified by words or phrases such as “anticipate”, “assume”, “believe”, “continue”, “estimate”, “expect”, “foresee”, “intend”, “may increase”, “may fluctuate” and similar expressions, or by future or conditional verbs such as “will”, “should”, “would” and “could”. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the PINC Insure’s actual results of operations, financial condition, solvency ratios, capital or liquidity positions or prospects to be materially different from any future results of operations, financial condition, solvency ratios, capital or liquidity positions or prospects expressed or implied by such statements or cause PINC Insure to not achieve its published targets. Such factors include, among others:

- the frequency, severity and development of insured claim events, particularly natural catastrophes, man-made disasters, pandemics, acts of terrorism and acts of war;
- mortality, morbidity and longevity experience;
- the cyclical nature of the insurance and reinsurance sectors;
- instability affecting the global financial system;
- deterioration in global economic conditions;
- the effect of market conditions, including the global equity and credit markets, and the level and volatility of equity prices, interest rates, credit spreads, currency values and other market indices, on the PINC Insure’s investment assets;
- changes in the PINC Insure’s investment result as a result of changes in the PINC Insure’s investment policy or the changed composition of

the PINC Insure's investment assets, and the impact of the timing of any such changes relative to changes in market conditions;

- the PINC Insure's ability to maintain sufficient liquidity and access to capital markets, including sufficient liquidity to cover potential recapture of reinsurance agreements, early calls of debt or debt-like arrangements and collateral calls due to actual or perceived deterioration of the PINC Insure's financial strength or otherwise;
- changes in legislation and regulation, and the interpretations thereof by regulators and courts, affecting us or the PINC Insure's ceding companies, including as a result of shifts away from multilateral approaches to regulation of global operations;
- the outcome of tax audits, the ability to realise tax loss carry forwards, the ability to realise deferred tax assets (including by reason of the mix of earnings in a jurisdiction or deemed change of control), which could negatively impact future earnings, and the overall impact of changes in tax regimes on business models;
- failure of the PINC Insure's hedging arrangements to be effective;
- uncertainties in estimating reserves;
- policy renewal and lapse rates;
- uncertainties in estimating future claims for purposes of financial reporting, particularly with respect to large natural catastrophes and certain large man-made losses, as significant uncertainties may be involved in estimating losses from such events and preliminary estimates may be subject to change as new information becomes available;
- extraordinary events affecting the PINC Insure's clients and other counterparties, such as bankruptcies, liquidations and other credit-related events;
- legal actions or regulatory investigations or actions, including those in respect of industry requirements or business conduct rules of general applicability;
- changes in accounting standards;
- significant investments, acquisitions or dispositions, and any delays, unexpected costs, lower-than expected benefits, or other issues experienced in connection with any such transactions;
- changing levels of competition, including from new entrants into the market; and

- operational factors, including the efficacy of risk management and other internal procedures in managing the foregoing risks and the ability to manage cyber security risks.

These factors are not exhaustive. PINC Insure operates in a continually changing environment and new risks emerge continually. Readers are cautioned not to place undue reliance on forward-looking statements. PINC Insure undertakes no obligation to publicly revise or update any forward-looking statements, whether as a result of new information, future events or otherwise.

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PINC Insure allows personal opinions and pictures on PINC Insure Site/App. Users must not understand them as statement of facts or review them applying scientific criteria. PINC Insure does not wish and is under no obligation to verify the content of stories or personal opinions or the use of pictures on PINC Insure Site/App. The liability of PINC Insure for any required accuracy or defensibility of opinions and the appropriateness of the use of pictures shall be excluded to the extent permitted by applicable law, rules and regulations.

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Users of computer resource not to host, display, upload, modify, publish, transmit, update or share any information that —

- (a) belongs to another person and to which the user does not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

Technical Processing

In view of the global nature of the world wide web, the User understands and agrees that technical processing of tools of communication is (and may be) required to send and receive messages, to correspond / conform to the technical requirements of connecting networks, to correspond / conform to the limitations of The Service, or to correspond / conform to other, similar technical requirements.

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Use of the PINC Insure site Services is also governed by Our **Privacy Policy** ([The Concerned web developer may Add link](#)), which is incorporated into this Agreement by this reference.

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By submitting a Contribution, you guarantee, represent and warrant that the Contribution complies with applicable laws, rules and regulations and in particular:

- Is legal, decent and truthful and not defamatory, unreliable, misleading or otherwise objectionable;
- That you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorise PINC Insure to exploit, such Contribution in all manners contemplated by these Terms of Use;
- Does not harm others, in particular minors, or infringe their personal rights.

Users must not provide Contributions which:

- Contain a virus, so-called Trojan Horse, or any other program that could damage data;
- Amount to advertising material or unsolicited (so-called "spam") material;
- Contain inaccurate warnings of viruses, defects or similar material;
- Solicit or requests participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

You hereby agree to indemnify, defend, and hold PINC Insure harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by PINC Insure in connection with any claim arising out of any breach by you of these Terms of

Use or claims arising from your use of PINC Insure Site/App. You shall use your best efforts to cooperate with PINC Insure in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

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1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the website;
4. your address, telephone number, and email address;
5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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If a provision of these Terms of Use is or becomes illegal, invalid or unenforceable in any country, that will not affect the legality, validity or enforceability in that country of any other provision or in other jurisdictions of that or any other provisions of these Terms of Use.

Certain pages or areas on PINC Insure Site/App may contain additional terms, conditions, disclosures or disclaimers ("Additional Terms"). In the event of a conflict between these Terms of Use and the Additional Terms, the Additional Terms will govern for those pages or areas.

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Notice

All notices or demands to or upon website shall be effective if in writing and shall be duly made when sent to Pioneer Insurance & Reinsurance Brokers Private Limited having addressed at:-

1219, 12th Floor,
Maker Chamber V, Nariman Point,
Mumbai- 400021
Contact No.: 022-6618663

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) to www.pincinsure.com, or by posting such notice or demand on an area of the website that is publicly accessible without a charge. Notice to a User(s) shall be deemed to be received by such User(s) if and when website is able to demonstrate that communication, whether in physical or electronic form, has

been sent to such User(s), or immediately upon website's posting such notice on an area of the website that is publicly accessible without charge.

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The thoughts written or reviews posted by visitors are of them and not moderated by us, any one thus felt offended please email us at: [REDACTED]@[pincinsure.com](mailto:[REDACTED]@pincinsure.com) and we will remove it from our website (if we feel the same within the framework of business, prevalent norms and practicability) of legality and freedom of speech.

Grievance Officer

In accordance with Information Technology Act 2000 and The Information Technology (Intermediaries Guidelines) Rules, 2011 made there under, the name and contact detail of the Grievance Officer is provided below:

Mr. Sanjay Kabra

Pioneer Insurance & Reinsurance Brokers Private
1219, 12th Floor,
Maker Chamber V, Nariman Point,
Mumbai- 400021
Contact No.: 022-66186633

Compliance With Laws

You are responsible for complying with all applicable laws, rules and regulations, all third-party rights and all PINC Insurance policies. You shall not use the website and/or application in a manner that violates such laws, rules and regulations, third parties' rights or any PINC Insure policies or in a manner that is deceptive, unethical, false or misleading. For avoidance of doubt, you shall not distribute or provide access to applications you develop in contravention of Indian laws.

This Agreement shall be governed by and construed in accordance with Indian Law and you hereby submit to the exclusive jurisdiction of the Mumbai, Maharashtra, India Courts.

Non-Waiver

Any forbearance or failure by us to enforce a provision to which you are subject shall not affect our right to require such performance at any subsequent time, nor shall the waiver or forbearance by us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

Severability

If any provision(s) of the Agreement is/are held by a court of competent jurisdiction to be contrary to law, or otherwise invalid or unenforceable, then such

provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Statute Of Limitations

User and PINC Insure agree that any cause of action arising out of or related to these Services must commence within one (1) month after the cause of action arose; otherwise, such cause of action is permanently barred. If you do not agree with any of our Terms of Uses mentioned above please do not read the material on any of our pages or do not accept our services.

Date Last Modified

These Terms of Use were last modified June 25, 2019.